

Best Available Copy

Attorney's Docket No.: 08987-013001

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CENTRAL FAX CENTER

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JUN 13 2005

Number of pages including this page 27

Applicant : Hunter et al.

Art Unit : 2671

Serial No. : 09/888,042

Examiner : Enrique L. Santiago

Filed : June 22, 2001

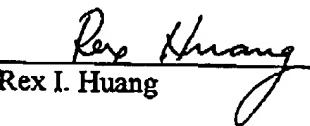
Title : Non-linear morphing of faces and their dynamics

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Attached to this facsimile communication cover sheet is a transmittal form, Revocation and New Power of Attorney with supporting assignment documents and Change of Correspondence Address.

Respectfully submitted,

Date: June 13, 2005


Rex I. Huang

Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110
Telephone: (617) 542-5070
Fax: (617) 542-8906

21105644.doc

NOTE: This facsimile is intended for the addressee only and may contain privileged or confidential information. If you have received this facsimile in error, please immediately call us collect at (617) 542-5070 to arrange for its return. Thank you.

Attorney Docket: 08987-013001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Hunter et al. Art Unit : 2671
Serial No. : 09/888,042 Examiner : Enrique L. Santiago
Filed : June 22, 2001
Title : NON-LINEAR MORPHING OF FACES AND THEIR DYNAMICS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TRANSMITTAL LETTER

The Applicant hereby submits a Revocation and New Power of Attorney, and a Change of Correspondence Address application. The Applicant notes that Auckland UniServices Limited is the assignee of 100% of the right of the patent application referenced above, as evidenced from the following documents:

- (1) Assignment of Peter Hunter, Serge LaFontaine, Mark Sagar, and Paul Charette to LifeF/X Networks, Inc. & Auckland Uniservices Limited, recorded at reel 015483, frame 0347;
- (2) Assignment of Poul Neilsen & David Bullivant to Auckland Uniservices Limited, recorded at reel 015483, frame 0365;
- (3) Assignment of LifeF/X Networks, Inc. to LifeF/X Technologies, Inc., filed with the U.S. Patent Office via facsimile on May 3, 2005;
- (4) Assignment of LifeF/X Inc. and LifeF/X Networks, Inc. to LifeF/X Technologies, Inc., filed with the U.S. Patent Office via facsimile on May 3, 2005; and
- (5) Assignment of LifeF/X Technologies, Inc. to Auckland Uniservices Limited, recorded at reel 015655, frame 0454;

Enclosed are copies of the assignment documents listed above.

CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

6/13/05

Date of Transmission

Signature

Serge L. Knox

Typed or Printed Name of Person Signing Certificate

JUN. 13. 2005 5:59PM

(2)-FISH&RICHARDSON_6175428906

NO. 9238 P. 3

Applicant : Hunter et al.
Serial No. : 09/888,042
Filed : June 22, 2001
Page : 2 of 2

Attorney Docket: 08987-013001

Please apply any charges or credits to deposit account 06-1050, referencing attorney docket 08987-013001.

Respectfully submitted,

Date: June 13, 2005

Rex Huang

Rex L Huang* for
Y. Rocky Tsao, Reg. No. 34,053

Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110
Telephone: (617) 542-5070
Facsimile: (617) 542-8906

* See attached document certifying that Rex Huang has limited recognition to practice before the U.S. Patent and Trademark Office under 37 CFR § 10.9(b).

21105702.doc

Attorney Docket: 08987-013001

**RECEIVED
CENTRAL FAX CENTER****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE****JUN 13 2005**

Applicant : Hunter et al.
Serial No. : 09/888,042
Filed : June 22, 2001
Title : NON-LINEAR MORPHING OF FACES AND THEIR DYNAMICS

Art Unit : 2671
Examiner : Enriquel Santiago

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 CFR §3.73(b), Auckland UniServices Limited, a corporation, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of assignments from the inventors of the patent application identified above and an assignment from LifeFX Technologies Inc. to Auckland UniServices Limited. The assignments are attached.

The undersigned has reviewed the documents identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints: Y. Rocky Tsao, Reg. 34,053, Frank R. Occhiuti, Reg. 35,306, John F. Hayden, Reg. 37,640, David L. Feigenbaum, Reg. 30,378, Jianming Hao, Reg. No. 54,694, John T. Kendall, Reg. No. 50,680, Timothy A. French, Reg. No. 30,175, J. Robin Rohlicek, Reg. 43,349 of Fish & Richardson P.C., 225 Franklin Street, Boston, MA 02110 with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

CERTIFICATE OF TRANSMISSION BY FACSIMILE.

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Date of Transmission

6/13/05

Signature

Terri L. Knox

Typed or Printed Name of Person Signing Certificate

Applicant : Hunter et al.
Serial No. : 09/888,042
Filed : June 22, 2001
Page : 2 of 2

Attorney Docket: 08987-013001

All correspondence regarding the application should be sent to:

PTO Customer Number: 26161

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: 3/2/05

Name: Peter Lee

Title: CFO

Auckland Uniservices Limited

Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110-2804
Telephone: (617) 542-5070
Facsimile: (617) 542-8906

power of attorney

FISH & RICHARDSON P.C.

PTO/SB/122(06-03)

**CHANGE OF
CORRESPONDENCE ADDRESS**
Application

Address to:
 Commissioner for Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450

Application Number	09/888,042
Filing Date	June 22, 2001
First Named Inventor	Hunter et al.
Group Art Unit	2671
Examiner Name	Enrique L. Santiago
Attorney Docket Number	08887-013001

Please change the Correspondence Address for the above-identified application to:

Customer Number: 26161

Firm or Individual Name Rex I. Huang

Address

Address

City

State

Zip

Country United States of America

Telephone (617) 542-5070 Fax (617) 542-8906

This form cannot be used to change the data associated with a Customer Number. To change the data associated with an existing Customer Number use "Request for Customer Number Data Change" (PTO/SB/124).

I am the :

- Applicant/Inventor.
- Assignee of record of the entire interest.
Certificate under 37 CFR 3.73(b) is enclosed.
- Attorney or agent of record. Registration Number 34,053
- Registered practitioner named in the application transmittal letter in an application without an executed oath or declaration. See 37 CFR 1.33(a)(1). Registration Number

Typed or Printed

Name Rex I. Huang* for Y. Rocky Tsao

Signature

* See attached document certifying that Rex Huang has limited recognition to practice before the U.S. Patent and Trademark Office under 37 CFR § 10.9(b).

Date June 13, 2005 Telephone (617) 542-5070

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

Total of 1 forms are submitted.

21060095.doc

**BEFORE THE OFFICE OF ENROLLMENT AND DISCIPLINE
UNITED STATES PATENT AND TRADEMARK OFFICE**

LIMITED RECOGNITION UNDER 37 CFR § 11.9(b)

Rex Huang is hereby given limited recognition under 37 CFR § 11.9(b) as an employee of the Fish & Richardson P.C. law firm to prepare and prosecute patent applications wherein the patent applicant is the client of the Fish & Richardson P.C. law firm, and the attorney or agent of record in the applications is a registered practitioner who is a member of the Fish & Richardson P.C. law firm. This limited recognition shall expire on the date appearing below, or when whichever of the following events first occurs prior to the date appearing below: (i) Rex Huang ceases to lawfully reside in the United States, (ii) Rex Huang's employment with the Fish & Richardson P.C. law firm ceases or is terminated, or (iii) Rex Huang ceases to remain or reside in the United States, authorized to be employed in accordance with an Employment Authorization Card issued pursuant to 8 CFR § 274a.12(c)(9).

This document constitutes proof of such recognition. The original of this document is on file in the Office of Enrollment and Discipline of the United States Patent and Trademark Office.

Expires: October 12, 2005



Harry I. Moatz
Director of Enrollment and Discipline

JUN. 13. 2005 6:00PM

(2)-FISH&RICHARDSON_6175428906

NO. 9238 P. 8

Assignment of

Peter Hunter, Serge LaFontaine, Mark Sagar, and Paul Charette

to

LifeF/X Networks, Inc. & Auckland Uniservices Limited,

recorded at reel 015483, frame 0347.

LIFX-003XX

PATENT

ASSIGNMENT

In consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, we, Peter J. Hunger, residing at 31 Laurie Avenue, Parnell, Auckland, New Zealand, and Poul F. Nielsen, residing at 19a St-Andrews Road, Mount Eden, Auckland, New Zealand, and David Bullivant, residing at 17 Asquith Avenue, Mt. Albert, Auckland, New Zealand, and Mark Sagar, residing at 2918 3rd Street, #3, Santa Monica, California 90405, and Paul Charette, residing at 23508 Via Galera, Valencia, California 91355, and Serge LaFontaine, residing at 6 Mill Street Extension, Lincoln, Massachusetts 01733, an hereby sell and assign to each of LifeF/X Networks, Inc., a Delaware corporation, having a principal place of business at 153 Needham Street, Newton, Massachusetts 02464, its successors and assigns, and to Auckland UniServices Limited, a New Zealand company having its registered office at 58 Symonds Street, Auckland, New Zealand, its successors and assigns, an undivided, one-half, co-equal share in the entire right, title and interest, including the right to claim priority under the International Convention, throughout the United States, its territories and all foreign countries in and to our invention(s) in

NON-LINEAR MORPHING OF FACES AND THEIR DYNAMICS

and the United States Letters Patent therefor filed on June 22, 2001, Application No. 09/886,042, and any such patents as may issue thereon, and all divisions, reissues and continuations thereof.

And we hereby covenant that we have full right to make such assignment, and agree for ourselves and our executors and administrators that we will, at the expense of LifeF/X Networks, Inc. and Auckland UniServices Limited, execute all applications for patents in foreign countries, execute all divisional, continuing, reissue and re-examination applications, make all rightful oaths, sign all lawful papers, testify in any proceeding in which said invention or any application or patent directed thereto may be involved, and generally do everything possible to aid said LifeF/X Networks, Inc. and Auckland UniServices Limited, its successors and assigns, to obtain and enforce proper patent protection for said invention in the United States, its territories and all foreign countries.

And we hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent on said invention or resulting therefrom to LifeF/X Networks, Inc. and Auckland UniServices Limited, its successors and assigns.

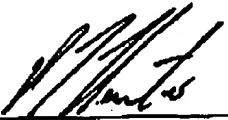
JUN. 13. 2005 6:01PM

(2)-FISH&RICHARDSON_6175428906

NO. 9238 P. 10

LIFX-003XX

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals.


Peter J. Hunter

Date: July 18, 2001


John A. Kernohan
Witness
JOHN A KERNOTHAN

Date: July 18, 2001

LIFX-003XX

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals.

Mark SagarDate: 26/7/2001Victoria Thurst
WitnessDate: 1/26/01

JUN. 13. 2005 6:01PM

(2)-FISH&RICHARDSON_6175428906

NO. 9238 P. 12

LJFX-003XX

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals.

Paul Charrette
Paul Charrette

Date: 7/26/01

Victoria Thorne
Witness

Date: 7/26/01

JUN. 13. 2005 6:01PM

(2)-FISH&RICHARDSON_6175428906

NO. 9238 P. 13

LIFX-003XX

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals.

Serge LaFontaine
Serge LaFontaine

Date: 7/16/2001

Victoria Thureau
Witness

Date: 7/16/2001

CRM/TPG/mdm/252541

JUN. 13. 2005 6:01PM

(2)-FISH&RICHARDSON_6175428906

NO. 9238 P. 14

Assignment of
Poul Neilsen & David Bullivant
to
Auckland Uniservices Limited,
recorded at reel 015483, frame 0365.

Attorney Docket: 08987-013001

ASSIGNMENT

For valuable consideration, we, Peter J. Hunter, residing at 31 Lauric Avenue, Parnell, Auckland, New Zealand, and Poul F. Nielsen, residing at 19a St-Andrews Road, Mount Eden, Auckland, New Zealand, and David Bullivant, residing at 17 Asquith Avenue, Mt. Albert, Auckland, New Zealand, and Mark Sagar, residing at 2918 3rd Street, #3, Santa Monica, California, and Paul Charette, residing at 23508 Via Galera, Valencia, California, and Serge LaFontaine, residing at 6 Mill Street Extension, Lincoln, Massachusetts, hereby assign to: Auckland UniServices Limited, a New Zealand corporation having a place of business at 70 Symonds Street, Auckland, New Zealand; and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent signed by us, entitled

NON-LINEAR MORPHING OF FACES AND THEIR DYNAMICS,

filed June 22, 2001, and assigned U.S. Serial Number 09/888,042; this assignment, effective as of the filing date of June 22, 2001, including said application, and any and all continuation, continuation-in-part, and divisional applications, and any and all United States and foreign patents (including reissues, reexaminations, extensions), utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

Attorney Docket: 08987-013001

P.N.
POUL F. NIELSEN

Date: 2006-04-23

Witness: J.P. Mark
(Print name) J.P. Monk

Date: 23/04/2004

D.B.
DAVID BULLIVANT

Date: 23 APRIL 2004

Witness: J.P. Mark
(Print name) J.P. Monk

Date: 23/04/2004

Assignment of
LifeF/X Networks, Inc.
to
LifeF/X Technologies, Inc.,
filed with the U.S. Patent Office via facsimile on May 3, 2005.

PATENT ASSIGNMENT

For good and valuable consideration, LifeF/X Networks, Inc., a Delaware corporation (hereinafter referred to as "Assignor"), hereby sells, assigns and transfers to LifeF/X Technologies, Inc., a Massachusetts corporation (together with its successors, assigns and legal representatives, hereinafter referred to as "Assignee"), the entire right, title and interest in and for the United States and all foreign countries, in and to any and all inventions which are disclosed in Exhibit A annexed hereto.

Assignor hereby further grants to Assignee the entire right, title and interest in and to (i) any applications and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and (ii) all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said inventions.

Assignor agrees that Assignee may apply for and receive Letters Patent for said inventions in its own name.

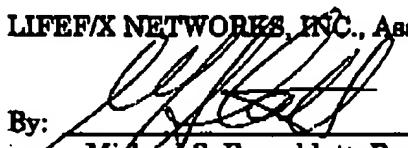
Assignor agrees that, at the request of Assignee and, without charge to but at the expense of Assignee, Assignor will (i) carry out in good faith the intent and purpose of this Assignment; (ii) execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions; (iii) execute all rightful oaths, assignments, powers of attorney and other papers; (iv) communicate to Assignee all facts known to the undersigned relating to said inventions and the history thereof; and (v) generally do everything reasonably possible which Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions, and all applications for patents and all patents on inventions in Assignee.

Assignor represents and warrants that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Executed under seal this 15 day of July, 2003.

LIFEF/X NETWORKS, INC., Assignor

By:


Michael S. Rosenblatt, President



Serge LaFontaine, Vice-President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 15th day of July, 2003, by Michael S. Rosenblatt, President and Serge LaFontaine, Vice-President of LifeF/X Networks, Inc., a Delaware corporation, on behalf of the corporation.

(SEAL)


Notary Public-

My Commission Expires: 9/1/08

EXHIBIT A**PATENTS**

<u>Number</u>	<u>Description</u>
60/304,254 (Provisional)	Standing usage logger for websites
6,101,269 (Issued)	Apparatus and method for rapid 3D image parameterization
5,999,209 (Issued)	Rapid high resolution image capture system
6,064,390 (Issued)	Apparatus and method for representation of expression in a tissue-like system
6,486,881 (Issued)	Basis function of three dimensional models for compression, transformation and streaming
20020041285 (Published)	Non-linear morphing of faces and their dynamics

BOS1 #1301479 v1

Assignment of

LifeF/X Inc. and LifeF/X Networks, Inc.

to

LifeF/X Technologies, Inc.,

filed with the U.S. Patent Office via facsimile on May 3, 2005.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is entered into as of July 15, 2003, by and among LifeF/X, Inc., a Nevada corporation, and LifeF/X Networks, Inc., a Delaware corporation ("Assignors"), and LifeF/X Technologies, Inc., a Massachusetts corporation ("Assignee").

WHEREAS, pursuant to the terms of that certain Debtor's Amended Plan of Reorganization in connection with a Chapter 11 proceeding previously pending before the United States Bankruptcy Court, District of Massachusetts, In re LifeF/X, Inc. and LifeF/X Networks, Inc., Debtors, Case nos. 02-14061-JNF and 02-14062-JNF, the Assignors have agreed to assign and transfer to Assignee, among other things, all of their right, title and interest in, to and under certain assets belong to the Assignors; and

WHEREAS, Assignee has agreed to accept said assignment and transfer of such assets, and to assume the obligations of the Assignors associated with such assets;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignors hereby transfer and assign to Assignee all right, title and interest of Assignors in, to and under those certain software and other license agreements, and other contracts and all legal rights related thereto listed on Exhibit A attached hereto and made a part hereof (collectively, the "Contracts");

2. Assignee hereby accepts the foregoing assignment of the Contracts, and hereby assumes all the duties and obligations of Assignor accruing after the date hereof under the Contracts. Assignee shall indemnify, defend and hold Assignor harmless from and against any and all claims, liabilities and costs (including attorneys' fees and costs) arising (from and after the date hereof) out of or relating to Assignee's failure to perform any duty or obligation assumed by Assignee under the Contracts.

3. Assignor hereby warrants and represents to Assignee that all fees payable in connection with the Contracts due through the date hereof have been paid by Assignor. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all claims, liabilities and costs (including attorneys' fees and costs) arising out of or relating to Assignor's failure to perform any duty or obligation accruing on or before the date hereof under the Contracts.

4. In all other respects, this Assignment is without recourse to Assignor.

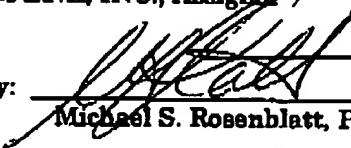
5. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have executed this Assignment under seal on the day and year first above written.

LIFE/X, INC., Assignor

By:

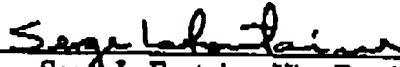

Michael S. Rosenblatt, President


Serge LaFontaine
Serge LaFontaine, Vice-President

LIFE/X NETWORKS, INC., Assignor

By:


Michael S. Rosenblatt, President


Serge LaFontaine
Serge LaFontaine, Vice-President

LIFE/X TECHNOLOGIES, INC., Assignee

By:


Michael S. Rosenblatt, President

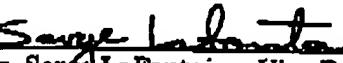
By: 
Dr. Serge LaFontaine, Vice-President

EXHIBIT A**I. Software License Agreements/Customer Contracts****DaimlerChrysler AG****Creighton School of Medicine/Omaha VA Medical Center****The Coaching Staff****Brown & Williamson Tobacco Corp.****AutoFuse****Davis Saperstein & Salomon, PC****The National Security Agency****LifeFX Player and License Agreement with Auckland UniServices Limited****CMISS/Animation License Agreement with Auckland UniServices Limited****Nellymoser, Inc. License Agreement****II. Sales Commission Agreement with Innovation Partners International****III. Supplier or Customer Agreements (to be attached on a separate Schedule A)****IV. All related files and intellectual property for Items I, II, and III above**

BOSI #1300668 v1

JUN. 13. 2005 6:03PM

(2)-FISH&RICHARDSON_6175428906

NO. 9238 P. 25

Assignment of

LifeF/X Technologies, Inc.

to

Auckland Uniservices Limited,

recorded at reel 015655, frame 0454.

Attorney Docket: 08987-013001

ASSIGNMENT

This Assignment from LifeF/X Technologies, Inc., a Massachusetts corporation having a place of business at 6 Mill Street Ext., Lincoln, MA, 01773 ("Assignor"), to Auckland UniServices Limited, a New Zealand company having a place of business at 70 Symonds Street, Auckland, New Zealand ("Assignee"), is entered into as of the date written below.

Whereas, Assignor and Assignee are joint owners of the entire right, title, and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent entitled "Non-Linear Morphing of Faces and Their Dynamics," filed June 22, 2001, and assigned U.S. Serial Number 09/888,042, including said application, and any and all continuation, continuation-in-part, and divisional applications, and any and all United States and foreign patents (including reissues, reexaminations, extensions), utility models, and design registrations granted for any of said inventions or improvements (collectively referred to as "Assigned Intellectual Property");

Whereas, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, all of Assignor's right, title and interest in the Assigned Intellectual Property;

Now therefore, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, all of Assignor's right, title, and interest in the Assigned Intellectual Property , and authorizes Assignee to apply in all countries in Assignor's or Assignee's name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements, this assignment effective as of December 5, 2002.

Further, Assignor agrees for itself and its heirs, legal representatives and assigns, that upon request and without further compensation, to perform such lawful acts and to sign such further applications, assignments, preliminary statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment, and at no expense to Assignor, it and its legal representatives and assigns shall give testimony that may be necessary or desirable for prosecuting, maintaining, reissuing, or enforcing the Assigned Intellectual Property.

Attorney Docket: 08987-013001

Assignor represents and warrants that (i) it has not granted and will not grant to others any rights inconsistent with the rights granted herein and (ii) there are no liens or encumbrances of any kind on or attached to the Assigned Intellectual Property.

This Assignment does not modify or affect the non-exclusive, royalty-free license granted to the Assignor to use patents issued from the Assigned Intellectual Property, as provided in the Agreement Concerning CMISS/Animation License Agreement and Accompanying Documents between Assignor and Assignee, dated June 21, 2003.

In witness whereof, Assignor has hereunto executed this instrument on the day shown below.

Signed for and on behalf of LifeF/X Technologies, Inc. by:

Signature: Serge R. Lafontaine

Print name: Serge R. Lafontaine

Title: President

Date: January 26, 2005

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